

**CONTRACT #11**  
**RFS # 501.01-037**

**Department of General  
Services  
Property Services  
Management**

**VENDOR:**  
**Cross Gate Services**

## REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS # 501.01-037

2) State Agency Name : Department of General Services

RECEIVED

## EXISTING CONTRACT INFORMATION

3) Service Caption : Custodial Services

JUL 20 2007

4) Contractor : Cross Gate Services

FISCAL REVIEW

5) Contract # FA-03-15044-00

6) Contract Start Date : 10/01/2002

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : 09/30/20078) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$603,113.77

## PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # Two (2)10) Proposed Amendment Effective Date : 09/20/2007  
(attached explanation required if date is < 60 days after F&A receipt)11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : 09/30/200712) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$638,113.7713) Approval Criteria : (select one) ☒ use of Non-Competitive Negotiation is in the best interest of the state☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects &amp; Any Additional Service :

This amendment request is to add funding for daytime custodial, emergency janitorial, and trash pickup services for the Citizens Plaza State Office Building for three months at a projected cost of \$35,000.

15) Explanation of Need for the Proposed Amendment :

Unanticipated additional services, i.e., carpet and window cleaning services were incurred in FY07. Funding from FY08 was utilized to

cover these unanticipated expenses. Due to the lateness in FY07, the agency reallocated monies to address funding requirement for the additional services. This amendment restores adequate funding to FY08 to provide for projected fixed cost expenditures.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Steve Southard, President, Cross Gate Services, Inc., 1730 General George Patton Drive, Brentwood, TN 37027

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

In 2002, the department obtained approval for the conversion of custodial services from the ITB process to the RFP process as a method for improving custodial services in the Nashville area. DGS believes that an extension of the current contract is in the best interest of the State and more cost effective rather than pursuing a competitive procurement process for a three month time frame. For FY08, the department will be utilizing the ITB process to procure custodial services for the Citizens Plaza State Office building; therefore, continuation of this contract will not be required.

**21) Justification for the Proposed Non-Competitive Amendment :**

By utilizing the current vendor the State will continue receiving consistent custodial services and pricing procured through the contractual agreement for the Citizens Plaza State Office building. Since this is a five year service contract which expires on September 30, 2007, the department is of the opinion based on the associated minor costs and short-term time frame for needed daytime custodial services it would be prudent of the State to continue using the existing contractor.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date

7/18/07

**AMENDMENT TWO  
TO CONTRACT FA-03-15044-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the "State" and CROSS GATE SERVICES, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

**1. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed SIX HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED THIRTEEN DOLLARS AND SEVENTY-SEVEN CENTS (\$638,113.77). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

**2. The text of Contract Section C.2. is deleted in its entirety and replaced with the following:**

- C.2. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

Service	Amount
Fiscal Year 1 10/01/02 – 06/30/03	\$101,154.25
Fiscal Year 2 07/01/03 – 06/30/04	\$116,562.24
Fiscal Year 3 07/01/04 – 06/30/05	\$118,122.24
Fiscal Year 4 07/01/05 – 06/30/06	\$118,122.24
Fiscal Year 5 07/01/06 – 06/30/07	\$135,022.24

Fiscal Year 6 07/01/07 – 09/30/07	\$ 49,130.56
TOTAL:	\$638,113.77

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

The revisions set forth herein shall be effective September 20, 2007. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**  
**CROSS GATE SERVICES:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF GENERAL SERVICES:**

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**GWENDOLYN SIMS DAVIS, COMMISSIONER**

**DATE**

**APPROVED:**

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**M. D. GOETZ, JR., COMMISSIONER**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

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**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

# CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
501.01-037-03		FA-03-15044-	
State Agency		State Agency/Division	
General Services		Property Services Management	
Contractor Name		Contractor ID # (FEIN or SSN)	
Cross Gate Services		C- or X V- 621310839-00	
Service Description			
Custodial Services			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
10/1/2002	9/30/2007	Vendor	
Mark Each TRUE Statement			
X Contractor is on STARS		X Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
501.01	10013	076/002	84
FY	State	Federal	Interdepartmental
2003			\$ 101,154.25
2004			\$ 116,562.24
2005			\$ 118,122.24
2006			\$ 118,122.24
2007			\$ 135,022.24
2008			\$ 14,130.56
TOTAL	\$ -	\$ -	\$ 603,113.77
Funding Subgrant Code			
TOTAL Contract Amount			
\$ 603,113.77			
COMPLETE FOR AMENDMENTS ONLY			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone
2003	\$ 101,154.25		Ron Plumb, 532-7272
2004	\$ 116,562.24		State Agency Budget Officer Approval
2005	\$ 118,122.24		Ronald N. Plumb
2006	\$ 118,122.24		
2007	\$ 119,322.24	\$ 15,700.00	Funding Certification (certification required by T.O.A. 39-251.13 that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2008	\$ 29,830.56	<15,700.00>	
TOTAL	\$ 603,113.77	0	
End Date	9/30/07	9/30/07	
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)			
African American	Person w/ Disability	Hispanic	Small Business
Asian	Female	Native American	NOT disadvantaged
OTHER minority/disadvantaged—			
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)			
RFP	Competitive Negotiation	Alternative Competitive Method	
Non-Competitive Negotiation	Negotiation w/ Government (eg, ID, GG, GU)	Other	
Procurement Process Summary (complete on Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

5/14/07

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b>		<b>Contract Number:</b>	FA-03-15044-01
<b>State Agency:</b>	General Services	<b>Division:</b>	Property Services Management
<b>Contractor</b>		<b>Contractor Identification Number</b>	
Cross Gate Services		X V- C-	V621310839-00

## Service Description

Custodial Services

<b>Contract Begin Date</b>	<b>Contract End Date</b>
10/01/2002	09/30/2007

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>
501.01	10013	076/002	84	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2003			101,154.25		101,154.25
2004			116,562.24		116,562.24
2005			118,122.24		118,122.24
2006			118,122.24		118,122.24
2007			119,322.24		119,322.24
2008			29,830.56		29,830.56
			603,113.77		603,113.77

CFDA # \_\_\_\_\_ Check the box ONLY if the answer is YES:

### State Fiscal Contact

**Name:** Thomas W. Chester  
**Address:** 23<sup>rd</sup> Floor TN Tower, WM R. Snodgrass Bldg  
**Phone:** 741-3066

Is the Contractor a SUBRECIPIENT? (per OMB A-133)

Is the Contractor a VENDOR? (per OMB A-133)

Is the Fiscal Year Funding STRICTLY LIMITED?

Procuring Agency Budget Officer Approval Signature

Is the Contractor on STARS?

Is the Contractor's FORM W-9 ATTACHED?

Is the Contractors Form W-9 Filed with Accounts?

### COMPLETE FOR ALL AMENDMENTS (only)

Base Contract &  
Prior Amendments

This Amendment  
ONLY

	Base Contract & Prior Amendments	This Amendment ONLY
FY: 2003		(8,738.90)
FY: 2004		(29,961.96)
FY: 2005		(29,961.96)
FY 2006		(29,961.96)
FY 2007		(29,961.96)
FY 2008		(7,490.49)
	739,191.00	(136,077.23)

### Funding Certification

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

RECEIVED  
 2003 JUL 11 PM 2:17  
 COMMUNITY DEVELOPMENT  
 OFFICE OF  
 MANAGEMENT SERVICES

2003 JUL 14 PM 1:06

RECEIVED

OFFICE OF ACCOUNTS


# CONTRACT SUMMARY SHEET

RFS Number:		Contract Number:	FA-03-15044-00
State Agency:	General Services	Division:	Property Services Management
Contractor		Contractor Identification Number	
Cross Gate Services		X V- C-	621310839-00

Service Description	
Custodial Services	
Contract Begin Date	Contract End Date
10/01/2002	09/30/2007

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
See attached supplemental				<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2003			109,893.15		109,893.15
2004			146,524.20		146,524.20
2005			148,084.20		148,084.20
2006			148,084.20		148,084.20
2007			149,284.20		149,284.20
2008			37,321.05		37,321.05
<b>Total:</b>			739,191.00		739,191.00

CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Thomas W. Chester	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	23 <sup>rd</sup> Floor TN Tower, WM R. Snodgrass Bldg	Is the Fiscal Year Funding STRICTLY LIMITED?	X
Phone:	741-3066	Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	X

## COMPLETE FOR ALL AMENDMENTS (only)

	Base Contract & Prior Amendments	This Amendment ONLY

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

PROPERTY SERVICES  
OFFICE OF  
MANAGEMENT SERVICES  
SEP 26 5 41 PM '07

## CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

**Contract Number**

FY 2003

FY 2003

[illegible]

[illegible]

146,524.20

## CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

**Contract Number**

FY 2005

[illegible]

# CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

\_\_\_\_\_

FY 2006

[illegible]

# CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

\_\_\_\_\_

FY 2007

[illegible]

	149,284.20
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## CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

**Contract Number**

Fiscal Year

FY 2008

[illegible]